



IDAHO TRANSPORTATION DEPARTMENT (ITD)

DISTRICT 4

INVITATION TO BID (ITB)

**SEPTIC TANK PUMPING, CLEANING AND DISPOSAL
REST AREA & PORT OF ENTRY (WEIGH STATION) LOCATIONS**

July 21, 2009

Physical Address

Idaho Transportation Department
Business and Support Management Purchasing Unit
3311 West State Street
Boise, Idaho 83703

REQUISITION #: D-117090

The Idaho Transportation Department (ITD), District 4 is seeking bids from qualified [permitted] operators for septic tank pumping, cleaning and proper disposal of sewage from various Rest Area and Port of Entry locations per the specifications contained in requisition # D-117090. **ALL sealed bids must be received by 5:00 PM MDT on August 10, 2009. Sealed bids will be opened at 10:30 on August 11, 2009** at Business and Support Management Purchasing Unit, at 3311 West State Street in Boise.

All Questions relating to bid specifications must be fax to: (208) 332-4109 or emailed to: evey.mcadams@itd.idaho.gov Contact Evey McAdams, Grants Contract Program Specialist, for clarification of bid requirements at (208) 334-8084.

FOR BID: UPDATES, ADDENDUMS, BID RESULTS, OR PLAN HOLDERS LIST go to:
<http://itd.idaho.gov> "Doing Business with ITD"

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN BELOW WITH BUSINESS NAME INSERTED:

BUSINESS NAME: _____
REQUISITION NUMBER: D-117090
BID CLOSE DATE: August 10, 2009 @ 5:00 PM
BID OPEN DATE: August 11, 2009 @ 10:30 AM
PROJECT: Septic Tank Pumping/Cleaning/Disposal

Mailing Address

Idaho Transportation Department
Business and Support Management Purchasing Unit
Attention: Evey McAdams
P.O. Box 7129 Boise, Idaho 83707-1129

ITD District 4
Septic Tank Cleaning/Pumping

**SEPTIC TANK PUMPING, CLEANING AND DISPOSAL
REST AREA & PORT OF ENTRY (WEIGH STATION) LOCATIONS**

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Bid Schedule
 Contractor’s Affidavit – Illegal Aliens)
 Contractor’s Affidavit – Drug/Alcohol
 Signature Page
 Bidders Responsibility Page
 Potential Bidders List



IDAHO TRANSPORTATION DEPARTMENT (ITD)

DISTRICT 4

INVITATION TO BID (ITB)

**SEPTIC TANK PUMPING, CLEANING AND DISPOSAL
REST AREA & PORT OF ENTRY (WEIGH STATION) LOCATIONS**

I. SCOPE OF WORK

1. PURPOSE OF WORK

The Idaho Transportation Department (ITD), District 4 is seeking bids from qualified [permitted] operators for septic tank pumping, cleaning and proper disposal of sewage from the following mentioned Rest Area and Port of Entry locations.

2. DESCRIPTION

The contract vendor will be responsible for pumping, cleaning, and proper disposal of all sewage from septic tanks in the following Rest Area and Port-of-Entry/Weigh Station locations. The contract vendor must use a pumping /storage vehicle with capacity of at least 5, 000 gallons.

3. CONTRACT TERM

The term of this contract consists of a one (1) year period with an option to renew for three (3) additional one (1) year periods upon mutually agreed between the Contractor and Department.

4. METHOD OF AWARD

Award shall be “**ALL OR NONE**” to the responsible responsive bidder meeting **all** ITD requirements.

5. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. All services shall be invoicing on a monthly bases and include the assigned contract number. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

6. LICENSE/PERMIT REQUIREMENT

In accordance with IDAPA 58.01.15, the successful bidder shall provide a copy of their license/permit issued by the Idaho Department of Environmental Quality (DEQ) for the operation of septic tank pumping equipment. The Contractor shall provide a [renewal] copy for the duration of the contract term. The following information shall be provided with the above license:

- Number of tanks operated by owner
- Vehicle license number of each tank/truck
- Name and address of owner/or operator of equipment
- Name and address of business
- Method of disposal to be used in all areas of operation
- Location of all disposal sites used by applicant

The contractor shall also provide a copy of the license/permit issued by the local Department of Central District Health for the operation of septic tank pumping equipment.

7. COORDINATION OF WORK

Prior to commencement of work, the Department will arrange a conference between the Contractor and ITD District 4 Rest Area Foreman or his to discuss the contract terms and work performance requirements. Hereafter, the Contractor shall coordinate monthly pumping schedules work with ITD Rest Area Maintenance Foreman or his designee to verify gallons pumped and oversee inspection of work at each site location for contract compliance.

8. SITE LOCATIONS

The gallons shown will vary slightly but complete pumping and cleaning will be required at each location.

LOCATION	NUMBER OF TANKS	ESTIMATED GALLONS
I-84 BLISS REST AREA MP 139.9	1 EASTBOUND 1 WESTBOUND	EA @ 4,000 GALLONS
I-84 JEROME REST AREA MP 171.7	3 EASTBOUND	EA @ 1,000 GALLONS
I-84 COTTEREL REST AREA MP 228.8	1 EASTBOUND 1 WESTBOUND	EA @ 2,500 GALLONS
I-84 COTTEREL POE MP 228.8	1 EASTBOUND 1 WESTBOUND	EA @ 2,000 GALLONS
I-84 JUNIPER REST AREA MP 269.4	1 EASTBOUND 1 WEST BOUND	EA @ 5,000 GALLONS
US-30 HAGERMAN REST AREA MP 184.3	1	@ 1,000 GALLONS
SH-75 TIMMERMAN REST AREA MP 102.1	1	@ 5,000 GALLONS
US-93 HOLLISTER POE MP 26.4	1	@ 1,000 GALLONS

II. LOCATION AND WORK SCHEDULE

The Contractor shall furnishing all equipment used or intended to be used for the purpose of pumping and cleaning septic tanks. Equipment used shall be watertight and so constructed to prevent spilling or leaking.

1. WORK SCHEDULE

The following locations shall be pumped and cleaned during the first of each month indicated, of each contract term.

LOCATION	NUMBER OF TANKS	PUMPED AND CLEANED
I-84 BLISS REST AREA MP 139.9	1 EASTBOUND 1 WESTBOUND	APRIL JULY OCTOBER
I-84 JEROME REST AREA MP 171.7	3 EASTBOUND	APRIL JULY OCTOBER
I-84 COTTEREL REST AREA MP 228.8	1 EASTBOUND 1 WESTBOUND	APRIL JULY OCTOBER
I-84 JUNIPER REST AREA MP 269.4	1 EASTBOUND 1 WEST BOUND	APRIL JULY OCTOBER
SH-75 TIMMERMAN REST AREA MP 102.1	1	APRIL OCTOBER
US-30 HAGERMAN REST AREA MP 184.3	1	OCTOBER
US-93 HOLLISTER POE MP 26.4	1	OCTOBER
I-84 COTTEREL POE MP 228.8	1 EASTBOUND 1 WESTBOUND	OCTOBER

III. TERMS AND CONDITIONS

1. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

2. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

3. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

4. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or

negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

5. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. TERMINATION

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

7. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

8. ILLEGAL ALIENS

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

9. INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

1. **Worker's Compensation.** The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. **Employer's Liability.** This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3. **Liability Insurance.** For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4. **Commercial General Liability Insurance.** The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket

contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

5. Automobile Liability Insurance. The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

IV. BID GUIDELINES

1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written or typed.

The bid documents shall be signed with **AN ORIGINAL SIGNATURE** by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3. IRREGULAR BID

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Signature Page is not signed with an original signature
6. If Addendums are not signed and returned with the bid Documents.
7. If the required permits/licenses are not returned with the bid documents.
8. If the required five percent (5%) bid bond is not included with the bid documents.

4. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.

2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

5. CONSIDERATION OF BID

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', *Bid and Contract Information*, *ITD Goods and Services*'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

6. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

7. BID GUARANTY (BID BOND)

No BID will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

8. RETURN OF BID GUARANTY (Five Percent Bid Bond)

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

9. SURETY BOND REQUIREMENTS (PERFORMANCE/PAYMENT BOND)

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$20,000 or 12.5% of the total contract amount, whichever is greater.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.

3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

10. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

NOTE: *If the lowest responsive responsible bidder fails to provide the required insurances and bonding, at the time established by the Department, the contract shall be awarded to the next lowest responsive responsible bidder.*

11. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

BID SCHEDULE

SEPTIC TANK PUMPING AND CLEANING

Requisition Number: D-117090

Provide the unit cost, extension and total amount bid for all items listed. Provide "fully burdened fixed rates" for services. No separate payment will be made for travel or subsistence. These items are to be included in the quoted price.

BIDDER/COMPANY NAME: _____

SITE LOCATION	FREQUENCY PUMPING/CLEANING	COST/SITE/TRIP	EXTENDED PRICE
I-84 BLISS RA EB/WB	APRIL JULY OCTOBER	\$ _____	\$ _____
I-84 JEROME RA EB	APRIL JULY OCTOBER	\$ _____	\$ _____
I-84 COTTEREL RA EB/WB	APRIL JULY OCTOBER	\$ _____	\$ _____
I-84 JUNIPER RA EB/WB	APRIL JULY OCTOBER	\$ _____	\$ _____
SH-75 TIMMERMAN RA	APRIL OCTOBER	\$ _____	\$ _____
US-30 HAGERMAN RA	OCTOBER	\$ _____	\$ _____
US-93 HOLLISTER POE	OCTOBER	\$ _____	\$ _____
I-84 COTTEREL POE EB/WB	OCTOBER	\$ _____	\$ _____

GRAND TOTAL COST \$ _____

AWARD TO BE 'ALL OR NONE'

THIS PAGE MUST BE SIGNED, DATED AND RETURNED WITH YOUR BID OR QUOTE DOCUMENTS!

SIGNATURE: _____ DATE: _____

*THE FOLLOWING COST IS FOR INFORMATIONAL PURPOSES ONLY. THE COST INDICATED **WILL NOT** BE INCLUDED WITH TOTAL BID COST OF THE SITE LOCATIONS LISTED ABOVE.*

additional charge for periodically pumping/cleaning septic tanks at the above listed locations at the discretion of ITD District 4 Rest Area Maintenance Foreman: \$ _____per/gallon.

CONTRACTORS AFFIDAVIT
CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn upon oath, deposes and says that _____
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State
Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole
or part by state funds or federal stimulus dollars can legally work in the United States and complies with
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this
contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment
of persons not authorized to work in the United States constitutes a material breach and shall be cause
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,
and/or termination of the contract.

Name of Contractor

Address

By: _____
(Signature)

City and State

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID OR QUOTE DOCUMENTS!

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

_____ complies with the provisions of Section 72-1717 Idaho

Code (Drug Free Workplace program); that _____ provides a drug-free
(Contractor Name)

workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will
maintain such program throughout the life of a state construction contract and that

_____ shall subcontract work only to subcontractors meeting
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the
year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID OR QUOTE DOCUMENTS!

Idaho Transportation Department Signature Page

Idaho Transportation Department
Business and Support Management Purchasing Unit
3311 West State Street
Boise, Idaho 83703

Requisition #: _____

Requisition Title: _____

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Public Works License Number (if required)	Additional License Numbers (if required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)	
Fax Number (with area code)	Email Address		

By signing, the contractor acknowledges his/her responsibility for any addenda that have been issued for this solicitation, and that he/she will comply with all the terms, conditions, and specifications of this solicitation.

Contractor or Authorized Representative's Signature	Date Signed
-----------------------------------------------------	-------------

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address	City	State	Zip Code
Phone Number	Fax Number		

This page must be signed with an original signature, and returned with your bid or quote documents!

CONTRACTOR'S RESPONSIBILITY PAGE

REQUISITION # D-117090

SEPTIC TANK PUMPING, CLEANING AND DISPOSAL
REST AREA & PORT OF ENTRY (WEIGH STATION) LOCATIONS

FOR SEALED BIDS:

ALL DOCUMENTS APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

FOR QUOTES:

ALL DOCUMENTS APPLICABLE AT TIME OF QUOTE must be signed **with an original signature (not typed)**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

DISCLAIMER:

ALL REQUIRED DOCUMENTS may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid or Quotation Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
 - Contractor's License Number(s) must be inserted
 - Page must be signed with an original signature
- 3) **Contractor's Affidavit** – Alcohol and Drug Free Workplace
- 4) **Contractor's Affidavit** – Illegal Aliens
- 5) A 5% Bidders Bond or 5 % Cashier's Check
- 6) **All Addenda** must be Signed and returned with your Bid Documents.
It is the Bidder's responsibility to verify if an addendum was issued.
- 7) **ALL BIDS** must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 8) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

PROSPECTIVE BIDDERS LIST

**SNAKE RIVER SANITATION
PO BOX 923
BLACKFOOT ID 83221
208.785.4868
208.785.1903 (fax)**

**IDAHO HYDROJETTING
7407 MORNING SUN DRIVE
TWIN FALLS ID 83301
208.733.1225 – office/fax**

**ENVIROCLEAN
475 W 1005
JEROME ID 83338
208.324.3259
208.324.7660 (fax)**

**DENOS SEPTIC & EXCAVATION SERV
148 S 200 W
RUPERT ID 83350
208.436.6526
208.436.0627 (fax)**

**SWEETS SEPTIC
PO BOX 920
SHOSHONE ID 83352
208.886.7745
208.886.2042 (fax)**

**BILLS SEWER AND DRAIN
PO BOX 5759
TWIN FALLS ID 83303-5759
208.733.2607
208.324.6479 (fax)**

**ABC SANITATION
PO BOX 1700
NAMPA ID 83653
208.467.0089
208.467.0097 (fax)**

**WESTERN WASTE
PO BOX 603
TWIN FALLS ID
208.734.6969
208.734.1004 (fax)**